#28 w 9-23-03

DP03

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant(s):	Michael F. Braitberg; Steven B. Volk		
Assignee:	DPHI Acquisitions. Inc.		
Title:	Writeable Medium Access Control Using A Medium Writeable Area		
Serial No.:	09/393,899	Filing Date:	September 10, 1999
Examiner:		Group Art Unit:	2756
Docket No.:	4154-3 (M-8532 US)		

COMMISSIONER FOR PATENTS
Washington, D.C. 20231

POWER OF ATTORNEY BY ASSIGNEE OF ENTIRE INTEREST

Sir:

The above-identified assignee, hereby revokes all powers of attorney previously given and appoints the attorney(s) and/or agent(s) identified below to prosecute the above-identified application and to transact all business in the United States Patent and Trademark Office in connection therewith:

Customer No. 32605

Please address all correspondence and telephone calls regarding this application to:

Theodore P. Lopez
MacPherson Kwok Chen & Heid LLP
2001 Gateway Place, Suite 195E
San Jose, CA 95110
Phone: (949) 752-7040
Fax: (408) 392-9262

Please change the attorney docket number to:

M-8532 US

Received from < 9497527049 > at 8/25/03 6:01:59 PM [Eastern Daylight Time]

ASSIGNEE CERTIFICATION UNDER 37 CFR 3.73(B)

The undersigned representative of the above-identified assignee certifies that the above-identified assignee is the assignee of the entire right, title and interest in the above-identified patent application/patent by virtue of a chain of title from the inventor(s) of the above-identified patent application/patent to the above-identified assignee as shown below:

1. From: Michael F. Braitberg To: DataPlay.com

2. From: Steven B. Volk To: DataPlay.com

The document was recorded in the United States Patent and Trademark Office at Reel 010435 Frame 0418. A copy of the document is attached.

3. From: DataPlay.com To:DataPlay, Inc.

A copy of the Change of Name document being attached hereto.

4. From: DataPlay, Inc To: Silicon Valley Bank

The document was recorded in the United States Patent and Trademark Office at Reel 012493 Frame 0423. A copy of the document is attached

5. From: Silicon Valley Bank To: DPHI Acquisitions, Inc.

A copy of the assignment document being attached hereto.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the above-identified assignee.

Date: 4/15/03

DPHI Acquisitions, Inc.

By: Jeffrey L. Roberts
(Signature)

Name: ~~William J. Almon, Jr.~~ JEFFREY L. ROBERTS

Title: ~~President & CEO~~ DIRECTOR, FINANCE

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4154-3

UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D.C. 20231

MARCH 09, 2000

PTAS

101225760A

SHERIDAN ROSS PC
RICHARD L. HUGHES
SUITE 1200
1560 BROADWAY
DENVER, CO 80202-5141

RECEIVED
MAR 17 2000
SHERIDAN ROSS PC

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

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PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 12/09/1999

REEL/FRAME: 010435/0418
NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:
BRAITBERG, MICHAEL F.

DOC DATE: 10/18/1999

ASSIGNOR:
VOLK, STEVEN H.

DOC DATE: 10/19/1999

ASSIGNEE:
DATAPLAY.COM
6200 LOOKOUT ROAD
BOULDER, COLORADO 80304

SERIAL NUMBER: 09393899
PATENT NUMBER:

FILING DATE: 09/10/1999
ISSUE DATE:

ANTIONE ROYALL, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

EXHIBIT A

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12-17-1999

101225760

Attorney Docket No. 4154-3

FORM PTO-1595
(Rev. 6-93) 12.29.99

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Michael F. Braitberg
Steven B. Volk

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

2. Name and address of receiving party(ies):

Name: DataPlay.com

Internal Address: 6200 Lookout Road

Street Address: 6200 Lookout Road

City: Boulder State: CO ZIP: 80304

Additional name(s) & address(es) attached: ? ☐ Yes ☒ No

3. Nature of conveyance:

☒ Assignment ☐ Merger

☐ Security Agreement ☐ Change of Name

☐ Other:

Execution Date: October 18 and 19, 1999

4. Application number(s) or patent number(s).

If this document is being filed together with a new application, the execution date of the application is:

A. Patent Application No(s). 09/393,899

B. Patent No(s).

Additional numbers attached? ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Richard L. Hughes
SHERIDAN ROSS P.C.
Suite 1200
1560 Broadway
Denver, CO 80202-5141

6. Total number of applications and patents involved: 1

7. Total fee (37 CFR 3.41):

☒ Enclosed ☐ Charge fee to deposit account

☒ Charge any additional fees associated with this paper or during the pendency of this application, or credit any overpayment, to deposit account.

8. Deposit Account No.: 19-1970

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Richard L. Hughes
Name of Person Signing

Signature

Reg. No. 31,264

Nov. 24, 1999
Date

Total number of pages including cover sheet, attachments and document: 3

10. *Change Correspondence Address to that of Part 5?* ? ☐ Yes ☐ No

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks
Box Assignments
Washington, D. C. 20231

OPR/FINANCE NOV 29 PM 12:

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12/17/1999 TTONN1 00000012 09393899
01 FC:581

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ASSIGNMENT

WHEREAS, we, Michael F. Braitberg of 440 Broken Fence Road, Boulder, Colorado 80302, Steven B. Volk of 3805 Norwood Court, Boulder, Colorado 80304, have invented a certain new and useful invention entitled CONTENT DISTRIBUTION METHOD AND APPARATUS, for which an application for Letters Patent of the United States has been prepared and filed on September 10, 1999, receiving Serial No. 09/393,899, and further identified as Attorney File No. 4154-3;

NOW THEREFORE, be it known that we, the said inventors, for and in consideration of certain good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, at the request of the assignee do sell, assign and transfer unto said assignee, DataPlay.com, a Delaware corporation having a place of business at 6200 Lookout Road, Boulder, Colorado 80301, its successors, legal representatives and assigns, the aforesaid application for the territory of the United States of America and all continuation, divisional, continuation-in-part and reissue applications, all patent applications in foreign countries, all applications pursuant to the Patent Cooperation Treaty, and all applications for extension filed or to be filed for the invention, and all Letters Patent, Invention Registrations, Utility Models, Extensions or Reissues and other patent rights, obtained for the invention in the United States or any other country; we also assign any right, title or interest in and to the invention which has not already been transferred to the assignee; we warrant that we have made no assignment of the invention, application or patent therefor to a party other than DataPlay.com and we are under no obligation to make any assignment of the invention, application, or patent therefor to any other party; and we further agree to cooperate with the assignee hereunder in the obtaining and sustaining of any and all such Letters Patent and in confirming assignee's exclusive ownership of the invention, but at the expense of said assignee.

The Commissioner of Patents is hereby authorized and requested to issue the Letters Patent solely in accordance with the terms of this Assignment, to DataPlay.com, its successors, legal representatives and assigns, as the assignee of the entire right, title and interest therein.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the date indicated hereunder.

Date: 10/19/99 By: Michael F. Braitberg
Michael F. Braitberg

Date: 10-19-99 By: _____
Steven B. Volk

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STATE OF Colorado)
) ss.
COUNTY OF Boulder)

Before me, a Notary Public in and for said County and State, personally appeared Michael F. Braitberg, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 18th day of October, 1999.

Carol Meyer
Notary Public

My Commission Expires: 7-29-2002

CAROL MEYER NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 07/29/2002

STATE OF Colorado)
) ss.
COUNTY OF Boulder)

Before me, a Notary Public in and for said County and State, personally appeared Steven B. Volk, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office this 19th day of October, 1999.

Carol Meyer
Notary Public

My Commission Expires: 7-29-2002

CAROL MEYER NOTARY PUBLIC STATE OF COLORADO
My Commission Expires 07/29/2002

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State of Delaware
Certificate of Amendment of
Restated Certificate of Incorporation of
DataPlay.com, Inc.

It is hereby certified that:

First: The name of the corporation (hereinafter called the "corporation") is DataPlay.com, Inc.

Second: Article I of the Certificate of Incorporation is hereby amended by striking out Article I thereof and substituting in lieu of said Article the following new Article I:

"I

The name of this corporation is DataPlay, Inc."

Third: The foregoing amendment to the Restated Certificate of Incorporation of the corporation has been duly adopted by the directors and stockholders of the corporation in accordance with provisions of Sections 141, 228, and 242 of the General Corporation Law of the State of Delaware.

Fourth: The capital of said corporation shall not be reduced under or by reason of said amendment.

Signed on March 15, 2000.

Richard L. Mohr, Secretary

EXHIBIT B

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State of Delaware

Office of the Secretary of State

I, EDWARD J. FREEL, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF AMENDMENT OF "DATAPLAY.COM, INC.", CHANGING ITS NAME FROM "DATAPLAY.COM, INC." TO "DATAPLAY, INC.", FILED IN THIS OFFICE ON THE SEVENTEENTH DAY OF MARCH, A.D. 2000, AT 2:30 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

Edward J. Freel, Secretary of State

2955273 8100

001139344

AUTHENTICATION: 0326491

DATE: 03-21-00

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UNITED STATES
PATENT AND
TRADEMARK OFFICE

Chief Information Officer
Washington, DC 20231
www.uspto.gov

ARCH 30, 2002

PTAS

SILICON VALLEY BANK
SHANNON HUBBARD
LOAN DOCUMENTATION HA155
3003 TASMAN DR.
SANTA CLARA, CA 95054

101971997A

UNITED STATES PATENT AND TRADEMARK OFFICE
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RECORDATION DATE: 01/29/2002

REEL/FRAME: 012493/0423
NUMBER OF PAGES: 12

BRIEF: SECURITY AGREEMENT

ASSIGNOR:
DATAPLAY, INC.

DOC DATE: 12/20/2001

ASSIGNEE:
SILICON VALLEY BANK
3003 TASMAN DR.
LOAN DOCUMENTATION HA155
SANTA CLARA, CALIFORNIA 95054

SERIAL NUMBER: 09315393
PATENT NUMBER:

FILING DATE: 05/20/1999
ISSUE DATE:

SERIAL NUMBER: 09753356
PATENT NUMBER:

FILING DATE: 03/15/2001
ISSUE DATE:

SERIAL NUMBER: 09753109
PATENT NUMBER:

FILING DATE: 12/29/2000
ISSUE DATE:

SERIAL NUMBER: 09527982
PATENT NUMBER:

FILING DATE: 03/17/2000
ISSUE DATE:

00049159 11000771S7 11001031S7
11000737S7 11000782S4 11001032S5
11000739S8 11000782722 11001038S4

EXHIBIT C

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SERIAL NUMBER: 09721587 PATENT NUMBER:	•	✓ FILING DATE: 11/21/2000 ISSUE DATE:	M-8531-ID
SERIAL NUMBER: 09393899 PATENT NUMBER:	•	✓ FILING DATE: 09/10/1999 ISSUE DATE:	M-8532
SERIAL NUMBER: 09393150 PATENT NUMBER:	•	✓ FILING DATE: 09/10/1999 ISSUE DATE:	✓ M-8536
SERIAL NUMBER: 09652975 PATENT NUMBER:	•	✓ FILING DATE: 08/31/2000 ISSUE DATE:	M-9802
SERIAL NUMBER: 09548128 PATENT NUMBER:	•	✓ FILING DATE: 04/12/2000 ISSUE DATE:	M-8746
SERIAL NUMBER: 09560781 PATENT NUMBER:	•	FILING DATE: 04/28/2000 ISSUE DATE:	M-8778
SERIAL NUMBER: 09457104 PATENT NUMBER:	•	FILING DATE: 12/07/1999 ISSUE DATE:	M-8535
SERIAL NUMBER: 09489084 PATENT NUMBER:	•	FILING DATE: 01/21/2000 ISSUE DATE:	M-8532-1P
SERIAL NUMBER: 09557284 PATENT NUMBER:	•	✓ FILING DATE: 04/24/2000 ISSUE DATE:	M-8745
SERIAL NUMBER: 09854333 PATENT NUMBER:	•	FILING DATE: 05/11/2001 ISSUE DATE:	M-9998-1P
SERIAL NUMBER: 09540687 PATENT NUMBER:	•	FILING DATE: 03/31/2000 ISSUE DATE:	M-8535-1P
SERIAL NUMBER: 09544370 PATENT NUMBER:	•	FILING DATE: 04/06/2000 ISSUE DATE:	M-8383
SERIAL NUMBER: 09552288 PATENT NUMBER:	•	✓ FILING DATE: 04/19/2000 ISSUE DATE:	M-8380
SERIAL NUMBER: 09539841 PATENT NUMBER:	•	FILING DATE: 03/31/2000 ISSUE DATE:	M-8374
SERIAL NUMBER: 09539842 PATENT NUMBER:	•	FILING DATE: 03/31/2000 ISSUE DATE:	M-8375
SERIAL NUMBER: 09583448 PATENT NUMBER:	•	FILING DATE: 05/30/2000 ISSUE DATE:	M-8376
SERIAL NUMBER: 09542681 PATENT NUMBER:	•	FILING DATE: 04/03/2000 ISSUE DATE:	M-8379
SERIAL NUMBER: 09583390 PATENT NUMBER:	•	FILING DATE: 05/30/2000 ISSUE DATE:	M-8384

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SERIAL NUMBER: 09542510 PATENT NUMBER:	FILING DATE: 04/03/2000 ISSUE DATE:	m-8582
SERIAL NUMBER: 09582133 PATENT NUMBER:	FILING DATE: 05/30/2000 ISSUE DATE:	m-8377
SERIAL NUMBER: 09583452 PATENT NUMBER:	FILING DATE: 05/30/2000 ISSUE DATE:	m-8576
SERIAL NUMBER: 60264351 PATENT NUMBER:	FILING DATE: 01/25/2001 ISSUE DATE:	
SERIAL NUMBER: 09680106 PATENT NUMBER:	FILING DATE: 10/04/2000 ISSUE DATE:	m-8725
SERIAL NUMBER: 09679941 PATENT NUMBER:	✓ FILING DATE: 10/04/2000 ISSUE DATE:	m-8726
SERIAL NUMBER: 09675572 PATENT NUMBER:	FILING DATE: 09/29/2000 ISSUE DATE:	m-8727
SERIAL NUMBER: 09745597 PATENT NUMBER:	FILING DATE: 12/21/2000 ISSUE DATE:	m-8729
SERIAL NUMBER: 09815293 PATENT NUMBER:	FILING DATE: 03/21/2001 ISSUE DATE:	na-4469
SERIAL NUMBER: 09745399 PATENT NUMBER:	FILING DATE: 12/21/2000 ISSUE DATE:	m-8730
SERIAL NUMBER: 09764026 PATENT NUMBER:	FILING DATE: 01/16/2001 ISSUE DATE:	m-8535-2P
1 SERIAL NUMBER: 09746265 PATENT NUMBER:	FILING DATE: 12/21/2000 ISSUE DATE:	
SERIAL NUMBER: 09730647 PATENT NUMBER:	✓ FILING DATE: 12/05/2000 ISSUE DATE:	m-8246-1P
SERIAL NUMBER: 09666616 PATENT NUMBER:	FILING DATE: 09/20/2000 ISSUE DATE:	m-4484
SERIAL NUMBER: 09900722 PATENT NUMBER:	FILING DATE: 07/06/2001 ISSUE DATE:	m-12129
SERIAL NUMBER: 09/09666627 PATENT NUMBER: 4609021	FILING DATE: 10/04/2004 9/20/2000 ISSUE DATE: 09702719B6	m-9803
SERIAL NUMBER: 09764042 PATENT NUMBER:	FILING DATE: 01/16/2001 ISSUE DATE:	m-9448
SERIAL NUMBER: 09802708 PATENT NUMBER:	✓ FILING DATE: 03/08/2001 ISSUE DATE:	m-8726-1P

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12-03-0423 PAGE 4

SERIAL NUMBER: 09940083	FILING DATE: 08/27/2001	M-9743
PATENT NUMBER:	ISSUE DATE:	
SERIAL NUMBER: 09846042	FILING DATE: 05/01/2001	M-9648
PATENT NUMBER:	ISSUE DATE:	
SERIAL NUMBER: 09920004	FILING DATE: 07/31/2001	M-11533
PATENT NUMBER:	ISSUE DATE:	
SERIAL NUMBER: 09872060	FILING DATE: 06/01/2001	M-11585
PATENT NUMBER:	ISSUE DATE:	
SERIAL NUMBER: 09940174	FILING DATE: 08/27/2001	M-12038
PATENT NUMBER:	ISSUE DATE:	
SERIAL NUMBER: 09940025	FILING DATE: 08/27/2001	M-12039
PATENT NUMBER:	ISSUE DATE:	
SERIAL NUMBER: 09940035	FILING DATE: 08/27/2001	M-12040
PATENT NUMBER:	ISSUE DATE:	
SERIAL NUMBER: 09940026	FILING DATE: 08/27/2001	M-12041
PATENT NUMBER:	ISSUE DATE:	
SERIAL NUMBER: 09939896	FILING DATE: 08/27/2001	M-12042
PATENT NUMBER:	ISSUE DATE:	
SERIAL NUMBER: 09939960	FILING DATE: 08/27/2001	M-12043
PATENT NUMBER:	ISSUE DATE:	

MARCUS KIRK, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

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ASSIGNMENT

This Assignment ("Assignment") is effective as of the date of execution hereof by SILICON VALLEY BANK ("SVB") having a place of business at 3003 Tasman Drive, Santa Clara, California 95054, GATX VENTURES, INC ("GATX") having a place of business at 3687 Mt. Diablo Boulevard, Suite 200, Lafayette, California 94549, and SEQUEL ENTREPRENEURS' FUND II, L.P., in its capacity as Collateral Agent ("Sequel") having a place of business at 4430 Arapahoe Avenue, Suite 220, Boulder, Colorado 80303 (SVB, GATX and Sequel hereinafter collectively referred to as "Assignors"). The rights assigned herein will be owned by DPHI Acquisitions, Inc., a Delaware corporation, (hereinafter "Assignee"), with its principal place of business located at 2580 55th Street, Boulder, Colorado 80301.

WHEREAS, Assignors have acquired all rights, title and interest to technologies ("Technology") including, but not limited to, all versions of any software, firmware, hardware, chip layout and design, manufacturing processes, methods and system (including, without limitation, computer applications), ideas, inventions, disclosures, original works of authorship, developments, improvements, modifications, or enhancements, created, acquired and/or developed by or on behalf of DataPlay, Inc., including, without limitation, all object code and source code; all designs, drawings, specifications, models, data, algorithms, documentation, diagrams, flow charts and development plans, know-how and techniques, trade secrets and materials; all derivative works of the foregoing by whomever created (in object code, source code, or any other form and/or any media); and all tangible embodiments of the foregoing (in whatever form or media); and

WHEREAS, Assignors hereby desire to irrevocably assign to Assignee all rights, title and interest in and to the Technology.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors make the following assignment:

1. Assignors hereby irrevocably assign to Assignee all of Assignors' rights, title and interest in and to the Technology, said rights, title and interest including, but not limited to, all patent rights, copyrights, trademark rights, mask rights, trade secret rights and all other intellectual and industrial property rights anywhere in the world thereto, to have and to hold the same unto Assignee, its successors and assigns. In addition, Assignors hereby assign to Assignee and waives any and all moral rights Assignors may have in and to the Technology or any portion thereof.

2. Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in and to all patent applications and issued patents so derived from the Technology, together with any reissue, continuation, division, continuation-in-part or extension thereof, filed in the United States, as listed in Attachment A, and Internationally, as listed in Attachment B. In addition, Assignors irrevocably assign to Assignee all of Assignors' rights, title and interest in all invention disclosures as listed in Attachment C.

3. At any time, and from time to time after the date of execution of this Assignment, Assignors shall forthwith, upon Assignee's request, take any and all steps to

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EXHIBIT D

execute, acknowledge and deliver to Assignee any and all further instruments and assurances necessary or expedient in order to vest the aforesaid rights and causes of action more effectively in Assignee and to facilitate Assignee's enjoyment and enforcement of said rights and causes of action.

4. Assignors hereby constitute and appoint Assignee as Assignors' true and lawful attorney-in-fact, with full power of substitution in Assignors' name and stead, to take any and all steps, including proceedings at law, in equity or otherwise, to execute, acknowledge and deliver any and all instruments and assurances necessary or expedient in order to vest or perfect the aforesaid rights and causes of action more effectively in Assignee or to protect the same or to enforce any claim or right of any kind with respect thereto. This includes, but is not limited to, any rights with respect to the Technology that may accrue or have accrued in Assignors' favor from the respective date of creation of the Technology to the date of this Assignment. Assignors hereby declare that the foregoing power is coupled with an interest and is irrevocable.

5. To the extent, if any, that Assignors retain any right, title or interest with respect to the Technology or rights in any technology or materials that would be infringed by Assignee's use, sale, offer for sale, modification, making, maintenance, support, reproduction or distribution of any of the Technology, Assignors hereby grant to Assignee an exclusive, irrevocable, perpetual, fully paid-up, royalty-free, transferable, sublicensable, worldwide right and license to exploit and exercise all such technology and materials (i) to use, sell, offer to sell, modify, make, maintain, support, reproduce and distribute all or any portion of the Technology including, without limitation, the making of additions to or deletions from the Technology, regardless of the medium (now or hereafter known) into which the Technology may be modified.

6. No waiver of any breach or condition of this Assignment shall be deemed to be a waiver of any other or subsequent breach or condition, whether of like or different nature. If any provision of this Assignment is held by a court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be limited or eliminated to the minimum extent necessary so that this Assignment shall otherwise remain in full force and effect and enforceable. This Assignment shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be wholly performed within California, without regard to conflicts of laws provisions thereof.

WITHOUT LIMITING IN ANY WAY THE PROVISIONS OF THE ASSET PURCHASAE AGREEMENT DATED FEBRUARY 19, 2003, BETWEEN ASSIGNORS AND ASSIGNEE, INCLUDING THE ASSIGNORS' REPRESENTATIONS AND WARRANTIES SET FORTH THEREIN, ALL OF WHICH APPLY TO THIS ASSIGNMENT AND ALL OF WHICH TERMS OF THE ASSET PURCHASE AGREEMENT ARE APPLICABLE TO THIS ASSIGNMENT AND THE CONVEYANCE EFFECTUATED PURSUANT HERETO, ASSIGNORS MAKE NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE TITLE TO THE TECHNOLOGY; THE CONDITION, DESIGN, OR QUALITY OF THE TECHNOLOGY; THE FITNESS OF THE TECHNOLOGY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE TECHNOLOGY; COMPLIANCE OF THE

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TECHNOLOGY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE TECHNOLOGY OR THE CONFORMITY OF THE TECHNOLOGY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE TECHNOLOGY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE TECHNOLOGY. ASSIGNEE ALSO ACKNOWLEDGES THAT ASSIGNORS HAVE MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE TECHNOLOGY.

ASSIGNORS SHALL HAVE NO LIABILITY TO ASSIGNEE OR ANY PERSON WHOMSOEVER (INCLUDING LICENSEES OR PURCHASERS OF ALL OR ANY OF THE TECHNOLOGY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALLY, OR CONSEQUENTIALLY BY THE TECHNOLOGY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE TECHNOLOGY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM ASSIGNORS' OR ASSIGNEE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT THE TECHNOLOGY.

Assignee acknowledges that Assignors have made no representation or warranty concerning the location of the Technology nor whether all of the Technology is in existence or operational. ASSIGNEE PURCHASES THE TECHNOLOGY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Assignee accepts the Technology subject to the terms of this Assignment.

Assignee agrees to be responsible for all taxes, that are now existing or hereafter are incurred, assessed, or imposed on the Technology or as a result of the ownership or sale of the Technology, except as expressly provided otherwise in the Asset Purchase Agreement. Assignee hereby agrees to hold Assignors harmless from and against any and all taxes, that are now existing or are hereafter incurred, assessed or imposed on the Technology or as a result of the ownership of the Technology.

[The remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: 3-4-2003

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

IN WITNESS WHEREOF, Assignors have caused this Assignment to be signed in Assignors' name.

SILICON VALLEY BANK

Date: _____

Signature of Assignor

Printed Name and Title

GATX VENTURES, INC.

Date: 3-4-2003

Signature of Assignor

CARL F. SWANSON, VP
Printed Name and Title

SEQUEL ENTRHPRENEURS' FUND II, L.P.
as Collateral Agent

Date: _____

Signature of Assignor

Printed Name and Title

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GATX VENTURES, INC.

Date: _____

Signature of Assignor

Printed Name and Title

SEQUEL ENTREPRENEURS' FUND II, L.P.
as Collateral Agent

Date: 3-5-03

Signature of Assignor

John T. Greene Manager
Printed Name and Title

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JC

Relocation

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FACSIMILE COVER

Date:	August 25, 2003		
To:	Office of Initial Patent Examination	Fax Telephone #:	(703) 746-9195
From:	Theodore P. Lopez	Date Sent:	August 25, 2003
Subject:	Submission of Power of Attorney by Assignee for Application Serial No. 09/393,899	Time Sent:	
Client/File:	M-8532 US	Fax Operator:	Adriane Giberson

This transmittal consists of 20 total page(s), including this cover sheet.

Message:

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August 25, 2003

Commissioner For Patents
Alexandria, VA 22313-1450

Re:	Applicant(s):	Michael F. Braitberg; Steven B. Volk	
	Assignee:	DPHI Acquisitions, Inc.	
	Title:	Content Distribution Method And Apparatus	
	Serial No.:	09/393,899	Filed: 09/10/1999
	Examiner:	Debra Charles	Group Art Unit: 3628
	Docket No.:	M-8532 US	

Dear Sir:

Transmitted herewith are the following documents in the above-identified application:

(1) This Transmittal Letter;
(2) Power of Attorney By Assignee Of Entire Interest (2 pages);
(3) Exhibit A: Copy of Recordation of Assignment Document (2 pages);
(4) Exhibit B: Copy of Name Change Document (2 pages);
(5) Exhibit C: Copy of Recordation of Assignment Document (4 pages); and
(6) Exhibit D: Copy of Assignment from Silicon Valley Bank et al. to DPHI Acquisitions, Inc. (6 pages).

☒ Also, charge any additional fees required and credit any overpayment to our Deposit Account No. 50-2257

Respectfully submitted,

Theodore P. Lopez
Attorney for Applicants
Reg. No. 44,881

I hereby certify that this correspondence is being transmitted via facsimile to telephone number (703)746-9195 addressed to: Office of Initial Patent Examination, Commissioner for Patents, Washington, D.C. 20231, on August 25, 2003.

Adriane Giberson — 8/25/03
Adriane Giberson — Date of Signature

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